

[Skip to Main Content](#) [Logout My Account](#) [Search Menu](#) [New Civil Search](#) [Refine Search](#) [Back](#)
Location : All Courts [Help](#)**REGISTER OF ACTIONS**

CASE No. 2017DCV0978

Lizette Rodriguez VS Allstate Fire and Casualty Insurance Company

§  
§  
§  
§  
§

Case Type: Deceptive Trade Practices

Date Filed: 03/23/2017

Location: 448th District Court

**PARTY INFORMATION**
**Defendant** Allstate Fire and Casualty Insurance  
Company
**Lead Attorneys**
**Plaintiff** Rodriguez, Lizette

**MICHELLE C. LE**  
Retained  
210-490-7402(W)
**EVENTS & ORDERS OF THE COURT****OTHER EVENTS AND HEARINGS**

03/23/2017 Original Petition (OCA) Doc ID# 1

03/23/2017 E-File Event Original Filing

03/23/2017 Case Information Sheet Doc ID# 2

03/23/2017 E-File Event Original Filing

06/12/2017 Request Doc ID# 3

06/15/2017 Citation

Allstate Fire and Casualty Insurance Company

Served

06/26/2017

Response Due

07/17/2017

Returned

06/29/2017

06/16/2017 Letter Doc ID# 4

06/26/2017 Notice of Appearance Doc ID# 5

**EXHIBIT****B**

El Paso County - 448th District Court

Filed 3/23/2017 10:17:13 AM

Norma Favela Barceleanu

District Clerk

El Paso County

2017DCV0978

CAUSE NO. \_\_\_\_\_

LIZETTE RODRIGUEZ	§	IN THE DISTRICT COURT
	§	
	§	
V.	§	_____ JUDICIAL DISTRICT
	§	
	§	
ALLSTATE FIRE AND CASUALTY	§	
INSURANCE COMPANY	§	EL PASO COUNTY, TEXAS

**PLAINTIFF'S ORIGINAL PETITION**

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff LIZETTE RODRIGUEZ, files this Original Petition against ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY (the "INSURANCE DEFENDANT"), and in support thereof, would show as follows:

**I.**

**DISCOVERY CONTROL PLAN LEVEL**

Plaintiff intends for discovery to be conducted under Level 3 of Rule 190 of the Texas Rules of Civil Procedure. This case involves complex issues and will require extensive discovery. Therefore, Plaintiff will ask the Court to order that discovery be conducted in accordance with a discovery control plan tailored to the particular circumstances of this suit.

**II.**

**PARTIES AND SERVICE**

Plaintiff resides in El Paso County, Texas.

Defendant is in the business of insurance in the State of Texas. The insurance business done by INSURANCE DEFENDANT in Texas includes, but is not limited to, the following:

- The making and issuing of contracts of insurance with the Plaintiff;



- The taking or receiving of application for insurance, including the Plaintiff's application for insurance;
- The receiving or collection of premiums, commissions, membership fees, assessments, dues or other consideration for any insurance or any part thereof, including any such consideration or payments from the Plaintiff; and
- The issuance or delivery of contracts of insurance to residents of this state or a person authorized to do business in this state, including the Plaintiff.

This defendant may be served with personal process, by its registered agent, CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201, or wherever else they may be found.

### **III.**

#### **JURISDICTION AND VENUE**

Venue is appropriate in El Paso County, Texas because all or part of the conduct giving rise to the causes of action were committed in El Paso County, Texas and the Plaintiff and property which is the subject of this suit are located in El Paso County, Texas.

Accordingly, venue is proper pursuant to Texas Civil Practice & Remedies Code §15.002.

### **IV.**

#### **FACTS**

Plaintiff is the owner of a Texas Homeowner's Insurance Policy (hereinafter referred to as "the Policy"), which was issued by INSURANCE DEFENDANT.

Plaintiff owns the insured property, which is specifically located at 7432 Mesquite Flor, El Paso, Texas 79934 (hereinafter referred to as "the Property").

INSURANCE DEFENDANT sold the Policy insuring the Property to Plaintiff.

During the terms of said Policy, on or about October 21, 2015, under Claim number 0388682908 and Policy number 000986494818, Plaintiff sustained covered losses in the form of wind and/or hail damage and damages resulting therefrom, and Plaintiff timely reported same pursuant to the terms of the Policy. Plaintiff asked that INSURANCE DEFENDANT

cover the cost of repairs to the Property pursuant to the Policy. INSURANCE DEFENDANT failed to conduct a full, fair and adequate investigation of Plaintiff's covered damages.

As detailed in the paragraphs below, INSURANCE DEFENDANT wrongfully denied Plaintiff's claim for repairs to the Property, even though the Policy provided coverage for losses such as those suffered by Plaintiff. Furthermore, INSURANCE DEFENDANT failed to pay Plaintiff's claim by not providing full coverage for the damages sustained by Plaintiff.

To date, INSURANCE DEFENDANT continues to delay in the payment for the damages to the Property.

INSURANCE DEFENDANT failed to perform its contractual duty to adequately compensate Plaintiff under the terms of their Policy. Specifically, INSURANCE DEFENDANT refused to pay the full proceeds of the Policy after conducting an outcome-oriented investigation, although due demand was made for proceeds to be paid in an amount sufficient to cover the damaged property, and all conditions precedent to recovery under the Policy have been carried out and accomplished by Plaintiff. INSURANCE DEFENDANT'S conduct constitutes a breach of the insurance contract between it and Plaintiff.

Pleading further, INSURANCE DEFENDANT misrepresented to Plaintiff that the damage to the Property was not covered under the Policy, even though the damage was caused by a covered occurrence. INSURANCE DEFENDANT'S conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a)(1).

INSURANCE DEFENDANT failed to make an attempt to settle Plaintiff's claim in a fair manner, although it was aware of its liability to Plaintiff under the Policy. Its conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a)(2)(A).

INSURANCE DEFENDANT failed to explain to Plaintiff any valid reason for its coverage denial and offer of an inadequate settlement. Specifically, it failed to offer Plaintiff full compensation, without any valid explanation why full payment was not being made. Furthermore, INSURANCE DEFENDANT did not communicate that any future settlements or payments would be forthcoming to pay for the entire loss covered under the Policy, nor did it provide any explanation for the failure to adequately settle Plaintiff's claim. INSURANCE DEFENDANT conduct is a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a)(3).

INSURANCE DEFENDANT failed to meet its obligations under the Texas Insurance Code regarding timely acknowledging Plaintiff's claim, beginning an investigation of Plaintiff's claim, and requesting all information reasonably necessary to investigate Plaintiff's claim within the statutorily mandated time of receiving notice of Plaintiff's claim. Its conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE §542.055.

Further, INSURANCE DEFENDANT failed to accept or deny Plaintiff's full and entire claim within the statutorily mandated time of receiving all necessary information. Its conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE §542.056.

INSURANCE DEFENDANT failed to meet its obligations under the Texas Insurance Code regarding payment of claims without delay. Specifically, it has delayed full payment of Plaintiff's claim and, to date, Plaintiff has not received full payment for the claim. Its conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE §542.058.

From and after the time Plaintiff's claim was presented to INSURANCE DEFENDANT, its liability to pay the full claim in accordance with the terms of the Policy was

reasonably clear. However, it has refused to pay Plaintiff in full, despite there being no basis whatsoever upon which a reasonable insurance company would have relied to deny the full payment. INSURANCE DEFENDANT'S conduct constitutes a breach of the common law duty of good faith and fair dealing.

Additionally, INSURANCE DEFENDANT knowingly or recklessly made false representations, as described above, as to material facts and/or knowingly concealed all or part of material information from Plaintiff.

Because of INSURANCE DEFENDANT'S wrongful acts and omissions, Plaintiff was forced to retain the professional services of the attorney and law firm who is representing Plaintiff with respect to these causes of action.

**V.**

**CAUSES OF ACTION AGAINST INSURANCE DEFENDANT**

**A. BREACH OF CONTRACT**

INSURANCE DEFENDANT'S conduct constitutes a breach of the insurance contract between it and Plaintiff. Defendant's failure and/or refusal, as described above, to pay Plaintiff adequate compensation as it is obligated to do under the terms of the Policy in question, and under the laws of the State of Texas, constitutes a breach of the insurance contract with Plaintiff.

**B. NONCOMPLIANCE WITH TEXAS INSURANCE CODE:**

**1. UNFAIR SETTLEMENT PRACTICES**

INSURANCE DEFENDANT'S conduct constitutes multiple violations of the Texas Insurance Code, Unfair Settlement Practices: TX. INS. CODE §541.060(a). All violations under this article are made actionable by TEX. INS. CODE §541.151.

INSURANCE DEFENDANT'S unfair settlement practice, as described above, of

misrepresenting to Plaintiff material facts relating to the coverage at issue, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a)(1).

INSURANCE DEFENDANT'S unfair settlement practice, as described above, of failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of the claim, even though its liability under the Policy was reasonably clear, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a)(2)(A).

INSURANCE DEFENDANT'S unfair settlement practice, as described above, of refusing to pay Plaintiff's claim without conducting a reasonable investigation, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a)(7).

## **2. THE PROMPT PAYMENT OF CLAIMS**

INSURANCE DEFENDANT'S conduct constitutes multiple violations of the Texas Insurance Code, Prompt Payment of Claims. All violations made under this article are made actionable by TEX. INS. CODE §542.060.

INSURANCE DEFENDANT'S failure to acknowledge receipt of Plaintiff's claim, commence investigation of the claim, and request from Plaintiff all items, statements, and forms that it reasonably believed would be required within the applicable time constraints, as described above, constitutes a non-prompt payment of claims and a violation of TEX. INS. CODE §542.055.

INSURANCE DEFENDANT'S failure to notify Plaintiff in writing of its acceptance or rejection of the claim within the applicable time constraints constitutes a non-prompt payment

of the claim. TEX. INS. CODE §542.056.

INSURANCE DEFENDANT'S delay of the payment of Plaintiff's claim following its receipt of all items, statements, and forms reasonably requested and required, longer than the amount of time provided for, as described above, constitutes a non-prompt payment of the claim. TEX. INS. CODE §542.058.

**C. BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING**

INSURANCE DEFENDANT'S conduct constitutes a breach of the common law duty of good faith and fair dealing owed to insureds pursuant to insurance contracts.

INSURANCE DEFENDANT'S failure, as described above, to adequately and reasonably investigate and evaluate Plaintiff's claim, although, at that time, it knew or should have known by the exercise of reasonable diligence that its liability was reasonably clear, constitutes a breach of the duty of good faith and fair dealing.

**VI.  
KNOWLEDGE**

Each of the acts described above, together and singularly, was done "knowingly" by INSURANCE DEFENDANT as that term is used in the Texas Insurance Code, and was a producing cause of Plaintiff's damages described herein.

**VII.  
DAMAGES**

Plaintiff would show that all of the aforementioned acts, taken together or singularly, constitute the proximate and producing causes of the damages sustained by Plaintiff.

As previously mentioned, the damages caused by the covered losses have not been properly addressed or repaired in the months since the loss occurred, causing further damage to the Property, and causing undue hardship and burden to Plaintiff. These damages are a direct result of



INSURANCE DEFENDANT'S mishandling of Plaintiff's claim in violation of the laws set forth above.

For breach of contract, Plaintiff is entitled to regain the benefit of the bargain, which is the amount of the claim, together with attorney's fees.

For noncompliance with the Texas Insurance Code, Unfair Settlement Practices, Plaintiff is entitled to actual damages, which include the loss of the benefits that should have been paid pursuant to the policy, court costs, and attorney's fees. For knowing conduct of the acts described above, Plaintiff asks for three times the actual damages. TEX. INS. CODE §541.152.

For noncompliance with the Texas Insurance Code, Prompt Payment of Claims, Plaintiff is entitled to the amount of Plaintiff's claim, as well as eighteen (18) percent interest per annum on the amount of such claim as damages, together with attorney's fees. TEX. INS. CODE §542.060.

For breach of the common law duty of good faith and fair dealing, Plaintiff is entitled to compensatory damages, including all forms of loss resulting from the insurer's breach of duty, such as additional costs, losses due to nonpayment of the amount the insurer owed, and exemplary damages.

For the prosecution and collection of this claim, Plaintiff has been compelled to engage the services of the attorney whose name is subscribed to this pleading. Therefore, Plaintiff is entitled to recover a sum for the reasonable and necessary services of Plaintiff's attorney in the preparation and trial of this action, including any appeals to the Court of Appeals and/or the Supreme Court of Texas.

**VIII.**

In addition, as to any exclusion, condition, or defense pled by INSURANCE DEFENDANT, Plaintiff would show that:

The clear and unambiguous language of the policy provides coverage for damage caused by losses made the basis of Plaintiff's claim, including the cost of access to fix the damages;

In the alternative, any other construction of the language of the policy is void as against public policy;

Any other construction and its use by the INSURANCE DEFENDANT violates the Texas Insurance Code section 541 et. seq. and is void as against public policy;

Any other construction is otherwise void as against public policy, illegal, and violates state law and administrative rule and regulation.

In the alternative, should the Court find any ambiguity in the policy, the rules of construction of such policies mandate the construction and interpretation urged by Plaintiff;

In the alternative, INSURANCE DEFENDANT is judicially, administratively, or equitably estopped from denying Plaintiff's construction of the policy coverage at issue;

In the alternative, to the extent that the wording of such policy does not reflect the true intent of all parties thereto, Plaintiff pleads the doctrine of mutual mistake requiring information.

**IX.**

**REQUEST FOR DISCLOSURES**

Pursuant to the Texas Rules of Civil Procedure 194, Plaintiff requests that INSURANCE DEFENDANT provide the information required in a Request for Disclosure.

**X.**

**FIRST REQUEST FOR PRODUCTION TO INSURANCE DEFENDANT**

- 1) Produce the INSURANCE DEFENDANT's complete claim file (excluding all privileged portions) in your possession for Plaintiff's property relating to or arising out of any damages caused by the loss for which INSURANCE DEFENDANT opened a

claim under the Policy. Please produce a privilege log for any portions withheld on a claim of privilege.

- 2) Produce all non-privileged emails and other forms of communication between INSURANCE DEFENDANT, its agents, adjusters, employees, or representatives and the adjuster, and/or their agents, adjusters, representatives or employees relating to, mentioning, concerning or evidencing the Plaintiff's property which is the subject of this suit.
- 3) Produce any complete claim file (excluding all privileged portions) in the INSURANCE DEFENDANT's possession for the Plaintiff/insured and/or for the Plaintiff's property as listed in the Plaintiff's Original Petition, relating to or arising out of any claim for damages which INSURANCE DEFENDANT opened a claim under any policy. Please produce a privilege log for any portions withheld on a claim of privilege.

#### **XI.**

As required by Rule 47(b), Texas Rules of Civil Procedure, Plaintiff's counsel states that the damages sought are in an amount within the jurisdictional limits of this Court. As required by Rule 47(c), Texas Rules of Civil Procedure, Plaintiff's counsel states that Plaintiff seeks monetary relief, the maximum of which is over \$100,000 but not more than \$200,000. The amount of monetary relief actually awarded, however, will ultimately be determined by a jury. Plaintiff also seeks pre-judgment and post-judgment interest at the highest legal rate.

#### **XII.** **PRAYER**

WHEREFORE, PREMISES CONSIDERED, Plaintiff requests that INSURANCE DEFENDANT be cited to appear and answer herein; that, on final hearing, Plaintiff have judgment against INSURANCE DEFENDANT for an amount, deemed to be just and fair by the jury, which will be a sum within the jurisdictional limits of this Court; for costs of suit; for interest on the judgment; for pre-judgment interest; and, for such other and further relief, in law or in equity, either general or special, including the non-monetary relief of declaratory judgment against the INSURANCE DEFENDANT, to which Plaintiff may be justly entitled.

Respectfully submitted,

KETTERMAN ROWLAND & WESTLUND  
16500 San Pedro, Suite 302  
San Antonio, Texas 78232  
Telephone: (210) 490-7402  
Facsimile: (210) 490-8372

BY: /s/Michelle C. Le  
Michelle C. Le  
State Bar No. 24085427  
michelle.le@krwlawyers.com  
Kevin S. Baker  
State Bar No. 00797799  
kevin@krwlawyers.com

ATTORNEYS FOR PLAINTIFF

**PLAINTIFF REQUESTS A TRIAL BY JURY**

El Paso County - 448th District Court

Filed 3/23/2017 10:17:13 AM

## CIVIL CASE INFORMATION SHEET

Norma Favela Barceleau

District Clerk

El Paso County


2017DCV0978

CAUSE NUMBER (FOR CLERK USE ONLY): COURT (FOR CLERK USE ONLY):

STYLED Lizette Rodriguez v. Allstate Fire and Casualty Insurance

(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing.

1. Contact information for person completing case information sheet:		Names of parties in case:		Person or entity completing sheet is:	
Name:	Email:	Plaintiff(s)/Petitioner(s):		<input checked="" type="checkbox"/> Attorney for Plaintiff/Petitioner	
Michelle C. Le	jennifer@krwlawyers.com	Lizette Rodriguez		<input type="checkbox"/> Pro Se Plaintiff/Petitioner	
Address:	Telephone:	Defendant(s)/Respondent(s):		Additional Parties in Child Support Case:	
16500 San Pedro, Suite 302	210-490-4357	Allstate Fire and Casualty		Custodial Parent:	
City/State/Zip:	Fax:	Insurance Company		Non-Custodial Parent:	
San Antonio, Texas 78232	210-490-8372			Presumed Father:	
Signature: 	State Bar No:				
	24085427				
[Attach additional page as necessary to list all parties]					
2. Indicate case type, or identify the most important issue in the case (select only 1):					
Civil			Family Law		
Contract	Injury or Damage	Real Property	Marriage Relationship	Post-judgment Actions (non-Title IV-D)	
Debt/Contract <input checked="" type="checkbox"/> Consumer/DTPA Debt/Contract Fraud/Misrepresentation Other Debt/Contract:	Assault/Battery Construction Defamation Malpractice Accounting Legal Medical Other Professional Liability:	Eminent Domain/ Condemnation Partition Quiet Title Trespass to Try Title Other Property:	Annulment Declare Marriage Void Divorce With Children No Children	Enforcement Modification—Custody Modification—Other	
Foreclosure Home Equity—Expedited Other Foreclosure Franchise Insurance Landlord/Tenant Non-Competition Partnership Other Contract:	Motor Vehicle Accident Premises Product Liability Asbestos/Silica Other Product Liability List Product: Other Injury or Damage:	Related to Criminal Matters Expunction Judgment Nisi Non-Disclosure Seizure/Forfeiture Writ of Habeas Corpus— Pre-indictment Other:	Other Family Law Enforce Foreign Judgment Habeas Corpus Name Change Protective Order Removal of Disabilities of Minority Other:	Title IV-D Enforcement/Modification Paternity Reciprocity (UIFSA) Support Order	
Employment	Other Civil		Parent-Child Relationship		
Discrimination Retaliation Termination Workers' Compensation Other Employment:	Administrative Appeal Antitrust/Unfair Competition Code Violations Foreign Judgment Intellectual Property	Lawyer Discipline Perpetuate Testimony Securities/Stock Tortious Interference Other:	Adoption/Adoption with Termination Child Protection Child Support Custody or Visitation Gestational Parenting Grandparent Access Parentage/Paternity Termination of Parental Rights Other Parent-Child:		
Tax	Probate & Mental Health				
Tax Appraisal Tax Delinquency Other Tax	Probate/Wills/Intestate Administration Dependent Administration Independent Administration Other Estate Proceedings		Guardianship—Adult Guardianship—Minor Mental Health Other:		
3. Indicate procedure or remedy, if applicable (may select more than 1):					
Appeal from Municipal or Justice Court Arbitration-related Attachment Bill of Review Certiorari Class Action		Declaratory Judgment Garnishment Interpleader License Mandamus Post-judgment		Prejudgment Remedy Protective Order Receiver Sequestration Temporary Restraining Order/Injunction Turnover	
4. Indicate damages sought (do not select if it is a family law case):					
Less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees					
Less than \$100,000 and non-monetary relief					
<input checked="" type="checkbox"/> Over \$100,000 but not more than \$200,000					
Over \$200,000 but not more than \$1,000,000					
Over \$1,000,000					

**EXHIBIT**  
**B-2**

El Paso County - 448th District Court



Greg Allen TX  
 Kevin S. Baker TX  
 Philip G. Bernal\* TX  
 Perry J. Dominguez II TX  
 Taylor W. Harper TX  
 Joshua S. Hatley TX  
 Kris Hufstetler TX  
 David M. Kelner TX, NY, NJ  
 Douglas D. Ketterman\* TX, TX  
 Matthew D. Ketterman TX, MN  
 Brennan M. Kucera TX, LA  
 Desiree Marrufo TX  
 Chris Mazzola TX  
 Jay Moore TX  
 Robert F. Mulhearn III LV  
 Robert A. Pollom TX  
 Courtney R. Potter TX  
 Jake S. Rogiers TX  
 Michael R. Rowland TX  
 Brian C. Steward\* TX  
 Cole Thompson TX  
 Ryan A. Todd TX, DC  
 R. Scott Westlund TX

\*Board Certified - Personal Injury Trial Law Texas Board of Legal Specialization

Filed 6/12/2017 3:59:23 P

Norma Favela Barceleau

District Clerk

El Paso County

2017DCV0978

June 12, 2017

El Paso County District Clerk's  
 500 East San Antonio Street  
 El Paso, Texas 79901

**VIA e-filing**  
**and U.S. First Class Mail**

RE: *Lizette Rodriguez v. Allstate Fire and Casualty Insurance Company*

Dear Clerk:

With regard to the above-referenced matter, please issue one (1) citation for service on the following Defendant:

**Allstate Fire and Casualty Insurance Company**  
**By serving its registered agent**  
**CT Corporation System**  
**1999 Bryan Street, Ste. 900**  
**Dallas, Texas 75201**

The fee for said citation was satisfied with the filing of Plaintiff's Original Petition.

Enclosed is a file-stamped copy of Plaintiff's Original Petition, along with a pre-paid stamped envelope for the return of the citation. We will perfect service by private process.

Should you have any questions, please do not hesitate to contact this office at your earliest convenience.

Respectfully,

/s/Adela Q. Garcia

Adela Q. Garcia  
 Legal Secretary  
 San Antonio Office

/ag



MAIN OFFICE - SAN ANTONIO  
 16500 SAN PEDRO #302  
 SAN ANTONIO, TX 78232  
 P: (210) 490-4357  
 F: (210) 490-8372

ABILENE  
 104 PINE ST STE 304  
 ABILENE, TX 79601  
 P: (325) 437-2424  
 F: (325) 437-3037

AUSTIN  
 701 BRAZOS ST #710  
 AUSTIN, TX 78701  
 P: (855) 579-5299  
 F: (888) 916-1717

BEAUMONT  
 755 S 11TH ST #270  
 BEAUMONT, TX 77701  
 P: (855) 579-5299  
 F: (888) 916-1717

HOUSTON  
 4801 WOODWAY #155  
 HOUSTON, TX 77056  
 P: (855) 579-5299  
 F: (888) 916-1717

LAKE CHARLES  
 427 KIRBY ST  
 LAKE CHARLES, LA 70601  
 P: (855) 579-5299  
 F: (888) 916-1717

PHILADELPHIA  
 1500 JFK BLVD #1730  
 PHILADELPHIA, PA 19102  
 P: (855) 579-5299  
 F: (888) 916-1717

## THE STATE OF TEXAS

NOTICE TO DEFENDANT: "You have been sued. You may employ an attorney. If you, or your attorney, do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you."

TO: **ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY**, which may be served with process by serving its registered agent, **C T CORPORATION SYSTEM** at **1999 BRYAN STREET, DALLAS, TX 75201** or wherever he/she may be found

Greetings:

You are hereby commanded to appear by filing a written answer to the Plaintiff's Original Petition (OCA) at or before ten o'clock A.M. of the Monday next after the expiration of twenty days after the date of service of this citation before the Honorable **448<sup>th</sup> Judicial District Court**, El Paso County, Texas, at the Court House of said County in El Paso, Texas.

Said Plaintiff's Petition was filed in said court on this the 23<sup>rd</sup> day of March, 2017 by Attorney at Law, MICHELLE C. LE, 16500 SAN PEDRO, SUITE 302, SAN ANTONIO, TX 78232 in this case numbered **2017DCV0978** on the docket of said court, and styled:

**LIZETTE RODRIGUEZ vs. ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY**

The nature of Plaintiff's demand is fully shown by a true and correct copy of the Plaintiff's Original Petition accompanying this citation and made a part hereof.

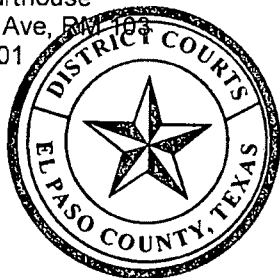
The officer executing this writ shall promptly serve the same according to requirements of law, and the mandates thereof, and make due return as the law directs.

Issued and given under my hand and seal of said Court at El Paso, Texas, on this the 15<sup>th</sup> day of June, 2017.

CLERK OF THE COURT

**NORMA FAVELA BARCELEAU**

District Clerk  
El Paso County Courthouse  
500 E. San Antonio Ave, RM 103  
El Paso, Texas 79901



Attest: NORMA FAVELA BARCELEAU District Clerk  
El Paso County, Texas

By: *JoAnn Fernandez* Deputy  
JoAnn Fernandez

Rule 106: "the citation shall be served by the officer delivering to each defendant, in person, a true copy of the citation with the date of delivery endorsed thereon and with a copy of the petition attached thereto."



**RETURN**

Came on hand on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and executed in \_\_\_\_\_ County, Texas, by delivering to each of the within-named defendants, in person, a true copy of this Citation, having first endorsed thereon the date of delivery, together with the accompanying true and correct copy of the Plaintiff's Original Petition, at the following times and places, to-wit:

NAME	DATE			TIME		Place, and Course and Distance From Court House
	MONTH	DAY	YEAR	Hour	Min. _____ M.	

And not executed as to the defendant, \_\_\_\_\_

the diligence used in finding said defendant, being \_\_\_\_\_

and the cause of failure to execute this process is: \_\_\_\_\_

and the information received as to the whereabouts of the said defendant, being \_\_\_\_\_

FEES—SERVING \_\_\_\_\_ cop \_\_\_\_\_ \$ \_\_\_\_\_ Sheriff

County, Texas

Total \_\_\_\_\_ \$ \_\_\_\_\_ By \_\_\_\_\_, Deputy

**CERTIFICATE OF DELIVERY**

I do hereby certify that I delivered to \_\_\_\_\_

\_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_

20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ m. this copy of this instrument.

\_\_\_\_\_, Sheriff/Agent

\_\_\_\_\_ County, Texas

By \_\_\_\_\_, Deputy/Agent

**SUBSCRIBED AND SWORN TO BEFORE ME ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.**

(SEAL)

\_\_\_\_\_  
**NOTARY PUBLIC, STATE OF TEXAS**



El Paso County - 448th District Court

KETTERMAN | ROWLAND | WESTLUND

ATTORNEYS AT LAW

Greg Allen is  
Kevin S. Baker is  
Philip G. Bernal\* is  
Perry J. Dominguez II is  
Taylor W. Harper is  
Joshua S. Hatley is  
Kris Hufstetler is  
David M. Kelner is  
Douglas D. Ketterman\* is  
Matthew D. Ketterman is  
Brennan M. Kucera is  
Desiree Marrufo is  
Chris Mazzola is  
Jay Moore is  
Robert E. Mulhearn III is  
Robert A. Pullom is  
Courtney R. Potter is  
Jake S. Rogers is  
Michael R. Rowland is  
Brian C. Steward\* is  
Cole Thompson is  
Ryan A. Todd is  
R. Scott Westlund is

\*Board Certified - Personal Injury Trial Law Texas Board of Legal Specialization

Filed 6/12/2017 3:59:23 P  
Norma Favela Barceleau  
District Clerk  
El Paso County  
2017DCV0978

June 12, 2017

El Paso County District Clerk's  
500 East San Antonio Street  
El Paso, Texas 79901

VIA e-filing  
and U.S. First Class Mail

RE: *Lizette Rodriguez v. Allstate Fire and Casualty Insurance Company*

Dear Clerk:

With regard to the above-referenced matter, please issue one (1) citation for service on the following Defendant:

**Allstate Fire and Casualty Insurance Company**  
**By serving its registered agent**  
**CT Corporation System**  
**1999 Bryan Street, Ste. 900**  
**Dallas, Texas 75201**

2017 JUN 16 PM 3:52  
RECEIVED  
CLERK'S OFFICE  
EL PASO COUNTY  
DISTRICT COURT

The fee for said citation was satisfied with the filing of Plaintiff's Original Petition.

Enclosed is a file-stamped copy of Plaintiff's Original Petition, along with a pre-paid stamped envelope for the return of the citation. We will perfect service by private process.

Should you have any questions, please do not hesitate to contact this office at your earliest convenience.

Respectfully,

/s/Adela Q. Garcia

Adela Q. Garcia  
Legal Secretary  
San Antonio Office

/ag



MAIN OFFICE - SAN ANTONIO  
16500 SAN PEDRO #302  
SAN ANTONIO, TX 78232  
P: 210-490-4357  
F: 210-490-4372

ARLINGTON  
104 PINE ST STE 301  
ARLINGTON, TX 76001  
P: 325-437-2424  
F: 325-437-3837

AUSTIN  
701 BRACON ST #710  
AUSTIN, TX 78701  
P: 855-579-5299  
F: 888-916-1717

BEAUMONT  
755 S 11TH ST #270  
BEAUMONT, TX 77701  
P: 855-579-5299  
F: 888-916-1717

HOUSTON  
4901 WOODWAY #155  
HOUSTON, TX 77056  
P: 855-579-5299  
F: 888-916-1717

LAKE CHARLES  
425 KIRBY ST  
LAKE CHARLES, LA 70601  
P: 855-579-5299  
F: 888-916-1717

PHILADELPHIA  
1500 JFK BLVD #1701  
PHILADELPHIA, PA 19102  
P: 855-579-5299  
F: 888-916-1717

**CAUSE NO. 2017DCV0978****LIZETTE RODRIGUEZ**§  
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§  
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§**IN THE DISTRICT COURT****V.****448<sup>th</sup> JUDICIAL DISTRICT****ALLSTATE FIRE AND CASUALTY  
INSURANCE COMPANY****EL PASO COUNTY, TEXAS****NOTICE OF APPEARANCE OF COUNSEL**

TO THE HONORABLE JUDGE OF THE COURT:

NOTICE is hereby given that AMY C. GURECKY of KETTERMAN ROWLAND & WESTLUND has on this day made her appearance in this cause as Lead Counsel for Plaintiff, LIZETTE RODRIGUEZ.

Plaintiff requests that all parties take notice of such representation, and that the above-named counsel be copied on all correspondence.

WHEREFORE, Plaintiff, LIZETTE RODRIGUEZ requests that the designation be made in the Court's file and that copies of all future notices and electronic notifications be furnished to the above-named counsel.

Respectfully submitted,

By: /s/ Amy C. Gurecky

Amy C. Gurecky

State Bar No. 24097780

KETTERMAN, ROWLAND &amp; WESTLUND

16500 San Pedro, Ste. 302

San Antonio, TX 78232

E-mail: [amy.gurecky@krwlawyers.com](mailto:amy.gurecky@krwlawyers.com)

ATTORNEY FOR PLAINTIFF



**THE STATE OF TEXAS**

NOTICE TO DEFENDANT: "You have been sued. You may employ an attorney. If you, or your attorney, do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you."

TO: **ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY**, which may be served with process by serving its registered agent, **C T CORPORATION SYSTEM** at **1999 BRYAN STREET, DALLAS, TX 75201** or wherever he/she may be found

Greetings:

You are hereby commanded to appear by filing a written answer to the Plaintiff's Original Petition (OCA) at or before ten o'clock A.M. of the Monday next after the expiration of twenty days after the date of service of this citation before the Honorable **448<sup>th</sup> Judicial District Court**, El Paso County, Texas, at the Court House of said County in El Paso, Texas.

Said Plaintiff's Petition was filed in said court on this the 23<sup>rd</sup> day of March, 2017 by Attorney at Law, **MICHELLE C. LE**, 16500 SAN PEDRO, SUITE 302, SAN ANTONIO, TX 78232 in this case numbered **2017DCV0978** on the docket of said court, and styled:

**LIZETTE RODRIGUEZ vs. ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY**

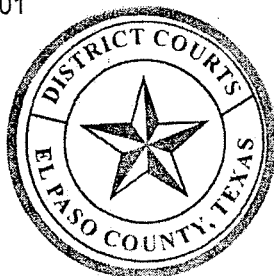
The nature of Plaintiff's demand is fully shown by a true and correct copy of the Plaintiff's Original Petition accompanying this citation and made a part hereof.

The officer executing this writ shall promptly serve the same according to requirements of law, and the mandates thereof, and make due return as the law directs.

Issued and given under my hand and seal of said Court at El Paso, Texas, on this the 15<sup>th</sup> day of June, 2017.

CLERK OF THE COURT

**NORMA FAVELA BARCELEAU**  
District Clerk  
El Paso County Courthouse  
500 E. San Antonio Ave, RM 103  
El Paso, Texas 79901



Attest: NORMA FAVELA BARCELEAU District Clerk  
El Paso County, Texas

By: [Signature] Deputy  
JoAnn Fernandez

Rule 106: "the citation shall be served by the officer delivering to each defendant, in person, a true copy of the citation with the date of delivery endorsed thereon and with a copy of the petition attached thereto."

**EXHIBIT**

**B-7**

## RETURN

Came on hand on 23 day of JUNE, 2017, at 2:00 o'clock P.M., and executed in DALLAS County, Texas, by delivering to each of the within-named defendants, in person, a true copy of this Citation, having first endorsed thereon the date of delivery, together with the accompanying true and correct copy of the Plaintiff's Original Petition, at the following times and places, to-wit:

NAME	MONTH	DATE DAY	YEAR	Hour	TIME Min.	.M.	Place, and Course and Distance From Court House
<u>ALLSTATE FIRE &amp; CASUALTY</u>	<u>06</u>	<u>26</u>	<u>2017</u>	<u>09</u>	<u>00</u>	<u>AM</u>	<u>1999 BRYAN BLVD 900 DALLAS TX</u>

And not executed as to the defendant, \_\_\_\_\_

the diligence used in finding said defendant, being \_\_\_\_\_

and the cause of failure to execute this process is: \_\_\_\_\_

and the information received as to the whereabouts of the said defendant, being \_\_\_\_\_

FEES—SERVING \_\_\_\_ cop \_\_\_\_ \$ \_\_\_\_\_ Sheriff

County, Texas

Total \_\_\_\_\_ \$ \_\_\_\_\_ By \_\_\_\_\_, Deputy

## CERTIFICATE OF DELIVERY

I do hereby certify that I delivered to ALLSTATE FIRE & CASUALTY,  
on the 26 day of JUNE,  
2017, at 9:00 o'clock A.m. this copy of this instrument. 9.30.2018

ELOY BRAVO-SOLIS, Sheriff/Agent

DALLAS County, Texas

By [Signature], Deputy/Agent

SUBSCRIBED AND SWORN TO BEFORE ME ON THE 26 DAY OF JUNE, 2017.

(SEAL)



[Signature: Eloy Bravo]  
NOTARY PUBLIC, STATE OF TEXAS

<b>U.S. Postal Service™</b> <b>CERTIFIED MAIL® RECEIPT</b> <i>Domestic Mail Only</i>	
For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a> ®.	
<b>OFFICIAL USE</b>	
Certified Mail Fee \$ _____	
Extra Services & Fees (check box; add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy) \$ _____	
<input type="checkbox"/> Return Receipt (electronic) \$ _____	
<input type="checkbox"/> Certified Mail Restricted Delivery \$ _____	
<input type="checkbox"/> Adult Signature Required \$ _____	
<input type="checkbox"/> Adult Signature Restricted Delivery \$ _____	
Postage \$ _____	
Total Postage and Fees \$ _____	
Sent to: <b>ALL STATE FIRE-CASUALTY/CT</b> Street and Apt. No., or PO Box No. <b>1000 BRUNN STREET, SUITE 900</b> City, State, ZIP+4® <b>DALLAS TEXAS 75201</b>	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

**CAUSE NO. 2017DCV0978****LIZETTE RODRIGUEZ,****Plaintiff,****v.****ALLSTATE FIRE AND CASUALTY  
INSURANCE COMPANY****Defendant.**§  
§  
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§**IN THE DISTRICT COURT****448TH JUDICIAL DISTRICT****EL PASO COUNTY, TEXAS****ORIGINAL ANSWER OF DEFENDANT ALLSTATE FIRE AND CASUALTY  
INSURANCE COMPANY**

Comes now, Allstate Fire and Casualty Insurance Company ("Defendant"), Defendant in the above-entitled action, files its Original Answer and would show as follows:

**I.****ORIGINAL ANSWER**

Pursuant to Rule 92 of the Texas Rules of Civil Procedure, Defendant generally denies each and every, all and singular, allegations contained within Plaintiff's Original Petition, and demands strict proof then by a preponderance of the credible evidence in accordance with the Constitution and laws of the State of Texas.

**II.****PRAYER**

Defendant Allstate Fire and Casualty Insurance Company prays that upon final trial and hearing hereof, Plaintiff recover nothing from Defendant, but Defendant goes from here without delay and recovers costs of court and other such further relief, both general and special, to which Defendant may be justly entitled.



Respectfully submitted,

/s/ Brandt R. Johnson

Brandt R. Johnson

State Bar No. 00794030

Roger D. Higgins

State Bar No. 09601500

THOMPSON, COE, COUSINS & IRONS, L.L.P.

700 North Pearl Street, 25th Floor

Dallas, Texas 75201

Telephone: (214) 871-8200

Facsimile: (214) 871-8209

Email: [rhiggins@thompsoncoe.com](mailto:rhiggins@thompsoncoe.com)

Email: [brjohnson@thompsoncoe.com](mailto:brjohnson@thompsoncoe.com)

**ATTORNEYS FOR DEFENDANT  
ALLSTATE FIRE AND CASUALTY  
INSURANCE COMPANY**

**CERTIFICATE OF SERVICE**

I hereby certify that on July 14 2017, a true and correct copy of the foregoing document was served upon all known counsel by electronic service in accordance with the Texas Rules of Civil Procedure:

Kevin S. Baker  
Ketterman, Rowland & Westlund  
16500 San Pedro, Suite 302  
San Antonio, Texas 78232

/s/ Brandt R. Johnson

Brandt R. Johnson